

Vermont Department of Correction

Sealed Bid

Request for Proposals

Project Title: Psycho-educational Assessments for special education eligibility

Contract Period: 9/1/2016-9/1/2017

Date RFP Issued: 8/3/2016

Bidders Conference: [N/A](#)

Date of Bid Closing: 8/23/16

Date of Bid Opening: 8/24/16

Location of Bid Opening: Waterbury, Vermont

Single Point of Contact: Troy McAllister, Head of School

Contact Address: Vermont Department of Corrections,
Community High School of Vermont
NOB 2 South, 280 State Drive
Waterbury, Vermont 05671-2000

Phone: 802-241-0039

Email: troy.mcallister@vermont.gov

1. Overview

1.1 Requests for Proposals

The Vermont Department of Correction (DOC), Community High School of Vermont is seeking proposals to provide psycho-educational assessments for students within corrections education as part of a reevaluation for special education eligibility. Anticipated contract period will be 9/1/2016 through 9/1/2017, with option to renew for two consecutive one year periods. The option to renew will be based upon performance of contractor and continued funding.

To be considered for the contract, providers must be licensed to conduct educational psychological assessments in the State of Vermont. Contractors must have experience with conducting appropriate evaluations to guide team decisions regarding special education eligibility under Vermont and federal rules.

1.2 Background and Need Statement

Community High School of Vermont is an accredited high school that provides educational services within the Vermont Department of Corrections. Students who are under the age of 23 and have disabilities may be eligible for special education services under the federal Individuals with Disabilities Education Act (IDEA) and Vermont special education rules. As part of the evaluation process to determine eligibility, some students will require a psychological assessment. We need a contractor who will be able to conduct the assessment and provide a report within a 45-day timeline.

2. Scope of Work

The contractor will conduct assessments to determine cognitive ability, psychological diagnoses, and/or behavioral needs and provide a report to assist educational teams with individualized education plans that incorporates the findings of said assessments. Contractor is free to suggest specific assessments and discuss a plan of assessment with educational teams.

3. General Provisions

3.1 Contract Terms

The selected contractor will sign a contract with the DOC to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and contractor's response will become part of the contract. This contract will be subject to review throughout its entire term. The DOC will consider cancellation upon discovery that a contractor is in violation of any portion of the agreement, including an inability by the contractor to provide the products, support and/or service offered in their response.

3.2 Contract Award

The DOC may award one or more contracts and reserves the right to make additional awards to the same vendor or other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the

DOC.

3.3 Ownership of Work Product and Intellectual Capital

Except for proprietary or commercial software, the DOC will have all ownership rights to the documentation designed, developed, and/or utilized for this contract. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this contract, shall be and remain the property of the DOC and shall be delivered to the DOC upon 30 days' notice by the DOC. A vendor shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from the DOC.

3.4 Penalties and/or Retainage

Payments will be made upon successful completion of agreed upon milestones within the scope of work.

3.5 Subcontractors

Any subcontractors hired by the primary contractor must adhere to the same standards and contract provisions applicable to the primary contractor. The primary contractor retains overall responsibility for contract performance. The primary contractor must advise the DOC of intent to hire a subcontractor and provide the name of company, name of president/owner and location of company. The DOC reserves the right to reject the hiring of subcontractor during the term of contract.

3.6 Invoicing

All invoices are to be submitted by the Contractor on the Contractor's standard invoice. The invoice must include the following: a signed signature, name and address for remittance of payment by the state, the contract number, date of performance and a brief description of the service or product provided.

3.7 Contractor Performance Guidance

All bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract.

3.8 Contractor Staffing

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the DOC.

The Contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Contractor's proposal. The Contractor may propose other staff members as "key" if desired. The Contractor will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

3.9 Key Contractor Responsibilities

The selected Contractor must assume primary responsibility for the implementation of the contract specifications and activities.

3.9.1 The Contractor will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.

3.9.2 The Contractor must abide by all State policies, standards and protocols as provided, and defined in this contract. Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.**

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$500,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

3.9.3 The Contractor must abide by all Federal Regulations if applicable to this contract.

4. Management Structure and General Information

4.1 Project Management

The Contractor will be accountable to the Community High School of Vermont Head of

School and his/her designee(s), and holds responsibility for the project deliverables, schedule and adherence to contract provisions. The Contractor must abide by all DOC standards and protocols as defined by the CHSVT Head of School and his/her designee(s).

4.2 Status Reports

The Vermont Department of Corrections reserves the right to call meetings with the contractor either in person or by conference call to ensure that unresolved issues are resolved during this contract period. The contractor will be accountable in advising the Program Manager of this contract or designee when/if performance measures agreed upon will not be met. The following status reports will become part of the contract. They include the following:

- In-complete, or behind schedule with reasons given;
- Activities for the coming month;
- Outline of the current status of activities;
- Unresolved issues and obligation by contractor to resolve the issues;
- Any pending action items that require DOC attention;

5. Proposal Requirements

5.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Contractor must operate. In order to be considered for selection, bidders must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

5.2 Single Point of Contact

The CHSVT Head of School is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of CHSVT Head of School listed on cover sheet of this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal as determined by the DOC.

5.3 Question and Answer Period

Any bidder requiring clarification of any section of this proposal or wishing to submit questions may do so according to the **5.5 Timetable** schedule listed in this section. Questions may be e-mailed to the CHSVT Head of School listed on page 1 of this proposal. Any clarification or questions submitted following the last day of the question period to the RFP will not be responded to.

At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site:

<http://www.vermontbusinessregistry.com>

Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

5.4 Bidders Conference Call

There will be no bidder's conference call for this proposal.

5.5 Timetable

The table below presents the DOC schedule for this RFP and contracting process. Please note that the DOC may change this schedule at any point.

RFP published	8/3/16
Written questions due	8/12/16
Response to questions	8/17/16
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	8/23/16 at 4:00pm "eastern time".
Contract negotiation period	8/23/16-8/31/16
Anticipated "Start Work Date"	9/1/16

The State reserves the right to accept or reject any or all proposals. Selected State staff will evaluate proposals. If a proposal is selected, the chosen Contractor will be invited to negotiate a contract for all or part of the activities outlined in this RFP.

5.6 Proposal Submission

Bidders must submit an original and 2 hard copies of the proposal with a signed cover letter.

The State reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Please note that any and all pages of the bidder's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." After completion of this bid process, all proposal materials are in the public domain. Proposals may not be marked "Proprietary and Confidential" in their entirety.

The proposal must be organized in the order described below. Use the numbering designations outlined.

Bidders will submit their proposal to:

Troy McAllister, CHSVT Head of School
Vermont Department of Corrections
NOB 2 South, 280 State Drive
Waterbury, Vermont 05671-2000

The closing date for the receipt of proposals is 8/23/16 at 4:00pm Eastern Time.

Bid must be delivered to the CHSVT Head of School at the address listed above prior to

that time. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the bidder. There are no exceptions to the closing date conditions.

Delivery Methods:

U.S. MAIL:	Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the State prior to the time of the bid opening.
EXPRESS DELIVERY:	If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.
HAND DELIVERY:	Hand carried bids must be delivered to a representative of the Division of Corrections Education if the CHSVT Head of School is unavailable prior to the bid opening.
ELECTRONIC/EMAIL:	Electronic bids will not be accepted.
FAXED BIDS:	Faxed bids will not be accepted.

5.7 Proposal Format

Proposals must be no longer than 5 pages excluding staff résumés, the cost proposal (budget pages) and references.

The format of the vendor's proposal must include, at a minimum the following chapters, numbered as follows:

5.8 Response Section I: Cover Letter, Vermont Tax Certificate and Insurance Certificate

The cover letter must be signed and dated by a person authorized to legally bind the vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. This must be completed and submitted as part of the response for the proposal to be considered valid. See Attachment C.

Along with introductory remarks, the cover letter must include by attachment the following information about the vendor and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- Legal status of the vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.

- Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement over the past five years has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations.
- Disclose if you, Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement has been convicted of a felony.
- Location of the facility from which the vendor would operate.
- Number of years' experience carrying out the activities of this contract.
- Demonstrate adequate financial resources and be financially sound as proven by furnishing balance sheet/financial statements, showing that the vendor has been in business continually for the last three (3) years.
- Provision of a single point managerial level contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
- Statement showing agreement that vendor's procedures shall be in compliance with all applicable Federal and State laws.
- Insurance Certificate must be included in Response Section I.
- Vermont Tax Certificate must be included in Response Section I.
- Statement outlining your acceptance of conditions outlined in the RFP and with the State's contract provisions.

Response Section II: General Background and Qualifications

Bidder must provide the following information about their company so that the DOC can evaluate the bidder's stability and ability to support the commitments set forth in response to the RFP. The DOC may require additional documentation to support and/or clarify requested information.

- A brief description of the company, including past history, present status, and if fitting future plans, etc.
- Company size and organization.
- Disclose any history of defaults, contract terminations, and bankruptcies.

Response Section III: Ability and Approach to Implement the Activities and Specifications of this Contract

The section of the proposal will contain the ability and approach that the vendor will take

in implementing the activities and specifications described in this RFP (Section 2, Scope of Work). This section should include activities/tasks the contractor will accomplish along with measurable outcomes.

Response Section IV: References

In order to validate the highest-ranking proposal, references will be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the contract.

Bidder must provide at least three (3) references along with the name, title, phone number, and email address of the person who can speak to the bidder's work and experience.

Response Section V: Staffing

This section should contain the following information about the bidder's staffing to support the project:

- Has your company ever substituted staff listed in a bid proposal with lesser-qualified staff that subsequently provided the deliverables of the contract? If yes, what was the outcome?
- Does your company have adequate staff time that can be devoted to this project? If no, explain how you propose to obtain adequate staff. If yes, please elaborate.

Response Section VI: Proposed Work Plan (Response to Requirements)

This section should contain the following information about how the bidder will implement the approach described in Responses Section III, to accomplish the goals of the project.

Examples of this may include:

- Work plan with tasks, activities, milestones, timelines for implementing.

Response Section VII: Quality Control

This section of the proposal should contain a description of the bidder's quality control procedures:

Examples of this may include:

- What are your company's controls and processes for data backups (e.g., on-site and off-site)?
- What are your company's controls and processes for security, such as virus protection, firewalls, building access, and office / file access, etc.?

Response Section VIII: Cost Proposal

This section of the proposal should include costs for this project. Please include costs for types of assessment, travel and other expenses.

Response Section IX: Exceptions

If the vendor should choose not to address a certain Activity, Deliverable or Condition, the vendor's proposal must clearly explain why and what the vendor proposes as an alternative.

Response Section X: Bidder's Review of RFP, State Contract Template, and Insurance Requirements.

Vendor has reviewed the terms and all provisions of the Request for Proposal, the State of Vermont contract template and insurance requirements and accepts conditions set forth.

6. Proposal Evaluation

The evaluation team will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to bidders contained in **Section 5: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

6.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
 - Response Section I: Cover Letter and Insurance Certificate
 - Response Section II: General Background and Qualifications
 - Response Section III: Ability to Implement the Activities and Specifications of this Contract
 - Response Section IV: References
 - Response Section V: Staffing
 - Response Section VI: Proposed Work Plan
 - Response Section VII: Quality Control

- Response Section VIII: Cost Proposal
- Response Section IX: Exceptions
- Response Section X: Acceptance of RFP and State Contract Conditions

6.2 Finalists Presentations

The State reserves the right to request on-site demonstrations in Waterbury, VT from bidders prior to the selection of a contractor.

6.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the CHSVT Head of School will select one bidder based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the DOC. The selected vendor will be requested to enter into negotiation with the State of Vermont on contract specifications, including detailed work plans, deliverables and timetables.

In the event the DOC is not successful in negotiating a contract with a selected bidder, the DOC reserves the option of negotiating with another bidder.

Any contract negotiated must undergo review and signature according to statute and policy.

The Contractor will be paid quarterly for completed deliverables set forth in the contract.

Penalties and/or Retainage will be a condition of this contract.

The CHSVT Special Education Program is funded each year through a cooperative agreement with the federal IDEA-B grant. Award of a contract and any renewals thereof are contingent upon availability of funds.

The contract for psycho-educational assessments is for one year: 9/1/2016 through 9/1/2017. The contract may be renewed without rebidding for up to two consecutive one year periods with approval from the Administration.

6.4 Scoring Information

The DOC evaluation review team will evaluate proposals based on the criteria listed in Section 6. Proposals may be assigned points and scored as follows:

Sample		Total Points
Response Section II:	General Background and Qualifications	10
Response Section III:	Ability to Implement the Solution (Response to Requirements)	10
Response Section V:	Staffing	20
Response Section VI:	Proposed Work Plan	25
Response Section VII:	Quality Control	10

All documents related to this bidding process, including bidders' proposals and the evaluation review team's score sheets, are considered public domain and copies may be requested.